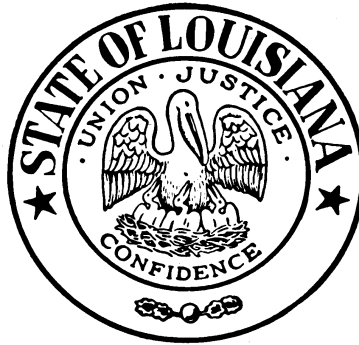


# **REQUEST FOR PROPOSAL**

## **SUPPLEMENTAL STATEWIDE AQUATIC PLANT CONTROL SERVICES AND HERBICIDE APPLICATION BY HELICOPTER**



**File Number: A 92896 P**

**Solicitation Number: 3000014599**

**Proposal Opening Date: March 31, 2020**

**Proposal Opening Time: 10:00 A.M. (CT)**

**State of Louisiana  
Office of State Procurement**

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# REQUEST FOR PROPOSAL FOR Supplemental Statewide Aquatic Plant Control Services and Herbicide Application by Helicopter

## **PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

### **1.1 Purpose**

The purpose of this Supplemental Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from additional bona fide, qualified Proposers who are interested in providing statewide aquatic plant control in Louisiana public waters by means of aquatic-approved herbicide application by helicopter.

It is the intent of the State to award up to an additional two (2) contracts for helicopter-based services per Aquatic Invasive District (district).

### **1.2 Background**

The State of Louisiana, Office of State Procurement, issued an RFP for Statewide Aquatic Plant Control Services and Herbicide Application by Boat and Helicopter on October 17, 2019. Six (6) contracts were awarded per Aquatic Invasive District for application by boat and one (1) contract was awarded for application by helicopter. The State has determined that additional contracts are needed for each Aquatic Invasive District for application by helicopter. This Supplemental RFP seeks to obtain statewide services from additional qualified Contractors to address statewide requirements for the application of herbicides to control nuisance aquatic vegetation by helicopter.

The Louisiana Department of Wildlife and Fisheries (LDWF) is the State Agency who is charged with maintaining boating access in the public waters of the State. This requires several different aquatic plant control techniques, one of which is chemical control using herbicides approved by the U.S. Environmental Protection Agency (EPA) for use in aquatic environments. LDWF relies heavily on effective herbicide applications to reduce the impacts of aquatic vegetation on boating access and recreation. These efforts typically take place from April to November in north Louisiana and year round in south Louisiana. The majority of herbicide applications target floating nuisance aquatic plant species such as giant salvinia, water hyacinth, duckweed, and common salvinia. Emergent plant species such as American lotus, alligator weed, and water primrose, among others, also require periodic control. This year-round initiative requires collaboration with Contractors who can provide timely, effective, and efficient assistance given the rapid growth rate of some of the target species.

The State geographically manages and directs both agency staff and Contractors to apply herbicides utilizing seven (7) Aquatic Invasive Districts that are consistent with the Louisiana State Police (LSP) district map as shown in **Attachment B – State Aquatic Invasive Districts** of this RFP. For herbicide application services, LSP districts A and C will be combined to create Aquatic Invasive District 1, and LSP districts B and L will be combined to create Aquatic Invasive District 2.

<b>LSP District</b>	<b>Aquatic Invasive District</b>
A & C	1
B & L	2
D	3
E	4
F	5
G	6
I	7

Qualified Contractors will be expected to supply and apply herbicides and adjuvants in accordance with **Attachment C – Herbicide Specifications** of this RFP. The State requires that the aircraft must be equipped with a hydraulic spray control system and Microfoil Boom Spray System (or equal), as well as other specifications outlined in **Section 2.1.1** of this RFP.

**Attachment F – Statistics** of this RFP provides current contract usage from January 1, 2018 through December 31, 2018.

### **1.3 Goals and Objectives**

The State desires to receive timely, effective, and efficient control of floating, emergent and submersed nuisance aquatic vegetation in public waters via aquatic herbicide application by helicopter-mounted spray equipment.

Timely control is defined as spray operations beginning within five (5) business days of the Contractor receiving a Notice to Proceed from the State or on a date designated by the State, and completing within the timeframe agreed upon between the State and the Contractor if it is in the best interest of the State.

Effective control is defined as a minimum of 80% kill ratio of the defined treatment area, as determined by the State.

Efficient control is defined as a minimum treatment rate of thirty (30) acres per hour for helicopter-based services.

### **1.4 Term of Contract**

The term of any contract(s) resulting from this RFP shall be for three years to begin on or about February 1, 2020 and to end January 31, 2023, unless otherwise terminated in accordance with the termination provisions of the Contract. At the option of the State of Louisiana and acceptance of the Contractor, the contract(s) resulting from this RFP may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Total contract time shall not exceed sixty (60) months.

### **1.5 Definitions**

- A. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this RFP.

- B. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
- C. Contract – A legal binding agreement between the State and the awarded Contractor(s).
- D. Crew – A spray crew consists of a helicopter pilot and a ground crew which may be composed of one (1) or more people.
- E. Day – A work day is defined as one (1) spray vessel and one (1) crew spraying, or traveling on the water to treatment areas for eight (8) hours.
- F. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- G. May - The term denotes an advisory or permissible action per La. R.S. 39:1556(33).
- H. Must - The term denotes mandatory requirements.
- I. Proposal – A submission by the Proposer to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the RFP specifications.
- J. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- K. Shall – The term denotes mandatory requirements per La. R.S. 39:1556(52).
- L. Should – The term denotes a desirable action.
- M. State- The State of Louisiana.

#### **1.5.1 Acronyms**

- A. DOA – Division of Administration
- B. EPA – Environmental Protection Agency
- C. FAA – Federal Aviation Administration
- D. LDAF – Louisiana Department of Agriculture and Forestry
- E. LDWF – Louisiana Department of Wildlife and Fisheries
- F. LSP – Louisiana State Police
- G. MSDS/SDS – Material Safety Data Sheets/Safety Data Sheets
- H. OSP – Office of State Procurement
- I. RFP – Request for Proposal
- J. USCG – United States Coast Guard

## 1.6 Schedule of Events

<b><i>Event</i></b>	<b><i>Date &amp; Time CT</i></b>
<b>RFP Posted to LaPAC; and Blackout Period begins</b>	<b>February 21, 2020</b>
<b>Deadline to receive written inquiries</b>	<b>March 3, 2020</b>
<b>Deadline to answer written inquiries</b>	<b>March 17, 2020</b>
<b>Proposal Opening Date (Proposal Submission Deadline)</b>	<b>March 31, 2020 at 10:00 A.M.</b>
<b>Oral Discussions with Proposers (if applicable)</b>	<b>To be scheduled</b>
<b>Best and Final Offer with Proposers, if applicable</b>	<b>To be scheduled</b>
<b>Notice of Intent to Award to be issued</b>	<b>To be scheduled</b>
<b>Contract Initiation</b>	<b>To be scheduled</b>

**NOTE:** The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

## 1.7 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. Contact information for the RFP Contracting Officer is provided in **Section 1.12.2 Proposer Inquiry Periods** of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

All proposals shall be received in hard copy (printed) form by the Office of State Procurement **no later than the date and time shown in the Schedule of Events.**

**NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.**

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**



- X **Proposal Name: Supplemental Statewide Aquatic Plant Control Services and Herbicide Application by Helicopter**
- X **File Number: A 92896 P, Solicitation Number: 3000014599**
- X **Proposal Opening Date and Time: March 31, 2020 at 10:00 AM**

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to the Office of State Procurement physical location.**

Proposals may be mailed through the U. S. Postal Service to the Office of State Procurement box at:

Office of State Procurement  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the proposal at its physical location by the date and time specified in **Section 1.6 Schedule of Events**, of this RFP.

Proposals may be delivered by hand or courier service to the Office of State Procurement physical location at:

Office of State Procurement  
Claiborne Building  
1201 North 3<sup>rd</sup> St.  
Suite 2-160  
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.**

#### **1.8 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to

perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- State which Aquatic Invasive Districts that Proposer is submitting this proposal for.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, etc. This section of the proposal response should address specific requirements outlined in **Section 2.5.2 Technical** of this RFP.
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements. The Proposer's

proposal response should give detailed responses to all the requirements and not just include a response of Yes and/or No. This section of the proposal response should present a detailed statement of the methodology to be used to carry out the application of herbicides in conformance with the requirements of **Section 2.1 Scope of Work/Services** of this RFP.

- E. **Personnel Qualifications:** This section shall contain a list of key personnel, such as helicopter pilots, to be used on this project and their qualifications. Resumes, including licensing, education, background, accomplishments and any other pertinent information, shall be included for each, including subcontractors if they will be utilized in that position, to be assigned for direct work on the project. Proposers should provide an organizational chart and assurance of mandated licenses required for this work.
- F. **Project Schedule:** Detailed schedule of implementation plan for full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc. This section shall detail Proposer's plan to assure that work will begin within five (5) business days of receiving a Notice to Proceed and completed within the timeframe agreed upon by the parties.
- G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with **Attachment A – Price Schedule Worksheet** of this RFP. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

**The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "FINANCIAL PROPOSAL".**

## **1.9 Number of Response Copies**

Each Proposer shall submit one (1) signed original response.

Each Proposer should submit the following:

- Three (3) additional copies of the proposal
- One (1) redacted copy of proposal, if applicable (See **Section 1.11 Confidential Information, Trade Secrets, and Proprietary Information** of this RFP)
- One (1) "searchable" electronic copy of proposal on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.
- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See **Section 1.11 Confidential Information, Trade Secrets, and Proprietary Information** of this RFP). The electronic redacted copy should be provided as one (1) file.

## **1.10 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP

is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

### **1.11 Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The financial proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”*

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

**If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”,

the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

## **1.12 Proposal Clarifications Prior to Submittal**

### **1.12.1 Pre-Proposal Conference**

Not required for this RFP

### **1.12.2 Proposer Inquiry Periods**

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.6 Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation shall be delivered to the State's contact person for this RFP, Monica Clark, by mail, express courier, e-mail, hand, or fax:

Office of State Procurement  
Attention: Monica Clark  
P. O. Box 94095  
Baton Rouge, LA 70804-9095  
E-Mail: [Monica.Clark2@la.gov](mailto:Monica.Clark2@la.gov)

1201 North Third St.  
Claiborne Bldg., Suite 2-160  
Baton Rouge, LA 70802  
Phone: (225) 342-7938/ Fax: (225) 342-9756

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation.

Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two (2) days prior to the deadline for submitting proposals.

**Note:** LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_req](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req)

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

### **1.12.3 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per **Section 1.12.2 Proposer Inquiry Periods** of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

### **1.13 Errors and Omissions in Proposal**

The State will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

### **1.14 Proposal Guarantee**

Not required for this RFP.

### **1.15 Performance Bond**

Not required for this RFP.

### **1.16 Fidelity Bond Requirements**

Not required for this RFP.

### **1.17 Changes, Addenda, Withdrawals**

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

### **1.18 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Office of State Procurement.

### **1.19 Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

### **1.20 Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **1.21 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

### **1.22 Ownership of Proposal**

All materials submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

### **1.23 Cost of Offer Preparation**

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.



#### **1.24 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

#### **1.25 Taxes**

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

#### **1.26 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

#### **1.27 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **1.28 Use of Subcontractors**

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the State urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

#### **1.29 Written or Oral Discussions/Presentations**

The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

### **1.30 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **1.31 Independent Price Determination**

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

### **1.32 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer most advantageous to the State with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by the State. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The State Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

Written recommendation for award shall be made to the Director of State Procurement for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if it is considered in the best interest of the State.

### **1.33 Best and Final Offers (BAFO)**

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

**The written invitation will not obligate the State to a commitment to enter into a contract.**

#### **1.34 Contract Negotiations**

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

#### **1.35 Contract Award and Execution**

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample generic contract in **Attachment G** of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. The State's mandatory terms and conditions including but not limited to those contained in **Section 1.24 Non-negotiable Contract Terms** of this RFP are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest score, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award up to an additional two (2) contracts for helicopter-based services per district.

#### **1.36 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and approval by the Division of Administration, Office of State Procurement. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the

“Notice of Intent to Award” letter and make the award to the next most advantageous responsible Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The “Notice of Intent to Award” letter starts the protest period.

### **1.37 Debriefings**

Debriefings may be scheduled by the participating Proposers after the “Notice of Intent to Award” letter has been issued by scheduling an appointment with the Office of State Procurement. Contact may be made by phone at (225) 342-7938 or E-mail to [Monica.Clark2@la.gov](mailto:Monica.Clark2@la.gov).

### **1.38 Insurance Requirements**

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this RFP in accordance with **Attachment H Insurance Requirements for Contractors** of this RFP. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment H Insurance Requirements for Contractors** of this RFP for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

### **1.39 Subcontractor Insurance**

The Contractor shall include all subcontractors as insured’s under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

### **1.40 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys’ fees), claims judgments,

liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **1.41 Payment**

### **1.41.1 Payment for Services**

The Agency shall pay Contractor in accordance with the Pricing Schedule set forth in **Attachment A – Price Schedule Worksheet** of this RFP. The Contractor may invoice the agency monthly at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

### **1.41.2 Late Payments**

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

### **1.41.3 Electronic Vendor Payment Solutions**

The State desires to make payment to the awarded Contractor(s) electronically. The methods of payment may be via the State's LaCarte card (procurement card), or EFT payments sent directly from the State's bank directly to the payee's bank. Please see **Attachment I – Electronic Vendor Payment Solution** of this RFP for additional information regarding electronic payment methods.

## **1.42 Termination**

The State of Louisiana has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

### **1.42.1 Termination of the Contract for Cause**

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

### **1.42.2 Termination of the Contract for Convenience**

The State of Louisiana may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

### **1.42.3 Termination for Non-Appropriation of Funds**

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **1.43 Assignment**

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### **1.44 No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

### **1.45 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of all State Departments, the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **1.46 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the

Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

#### **1.47 Record Retention**

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

#### **1.48 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

#### **1.49 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### **1.50 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.51 Substitution of Personnel**

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.



### **1.52 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to all activities associated with this RFP process shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **1.53 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

### **1.54 Proposer's Certification of No Federal Suspension or Debarment**

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

#### **1.54.1 Proposer's Eligibility**

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, proposer shall so state.

#### **1.54.2 Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

### **1.55 Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### **1.56 Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which

prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

#### **1.57 Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **1.58 Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

#### **1.59 Anti-Lobbying and Debarment Act**

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

#### **1.60 Warranties**

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

#### **1.61 Code of Ethics**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

#### **1.62 Proposer's Cooperation**

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

#### **1.63 Security**

Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

#### **1.64 Prohibition of Discriminatory Boycotts of Israel**

In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five (5) or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

#### **1.65 Key Internal Control Outsourcing**

Not required for this RFP.

#### **1.66 Cooperative Purchase**

It is the intent of the Office of State Procurement (OSP) to accommodate cooperative purchasing in any contract awarded from this solicitation.

As described below, Political Subdivisions of the State, Quasi State Agencies, External Procurement Units, and Agencies of the United States Government are to be authorized (potential) users of the contract(s) resulting from this solicitation, subject to the pricing and terms set forth in the contract(s).

- Political Subdivisions of the State include, but are not limited to, parish governments, municipal governments, school districts, human service districts, local governments and public utilities.
- Quasi State Agencies include, but are not limited to, non-profit or for-profit organizations created by the State of Louisiana or any political subdivision or agency thereof, or any special district or authority, or unit of local government, to perform a public purpose.
- External Procurement Units include, but are not limited to, buying organizations not located in the State of Louisiana, which, if located in the State, would qualify as a public procurement unit.

The current list of approved cooperating purchasing entities (including political subdivisions, quasi state agencies and external procurement units) is maintained and regularly updated on the OSP website at: <http://www.doa.la.gov/pages/osp/aboutus/approvedquasiunits.aspx> and may be used as a reference.

Bidders or contractors may prospectively choose to partially or entirely 'opt-out' of accommodating cooperative purchasing for such contract(s) by sending formal written notification of same to the

Office of State Procurement. This notification should clearly specify which individual type(s) of cooperative purchasing entities the bidder/contractor is choosing to not allow to participate in contract cooperative purchasing. Any purchase orders received by the contract-holder from cooperative purchasing entities prior to the contract-holder's opt-out notification to OSP must be honored in accordance with the contract.

The extent of participation (or non-participation) by any vendor in cooperative purchasing will not affect the award of any contract(s) resulting from this solicitation.

#### **1.67 Administrative Fee or Rebate**

The State shall be due a minimum one percent (1%) administrative fee or rebate to be payable to the State of Louisiana, Office of State Procurement (OSP) in exchange for the management and facilitation of the contract(s) resulting from this solicitation. The calculation of the administrative fee or rebate includes any entity receiving contract pricing resulting from the awarded contracts. The administrative fee or rebate shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities located in the State of Louisiana under the contract. Initiation and submission of the administrative fee or rebate to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees or rebates are not submitted in a timely manner, OSP shall have the right to terminate the contract.

The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check is to be mailed to the Office of State Procurement, Attn: OSP Receivables Specialist, either through the U.S. Postal Service to OSP's box at: P. O. Box 94095, Baton Rouge, LA 70804-9095; or through a courier service to OSP's physical location at: 1201 North 3rd Street, Suite 2-160, Baton Rouge, LA 70802. The calculation of the administrative fee or rebate shall begin immediately upon execution of the contract and payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

IF VENDOR/CONTRACTOR IS OFFERING A GREATER ADMINISTRATIVE FEE OR REBATE THAN SPECIFIED ABOVE, PLEASE INDICATE THE PERCENTAGE HERE: \_\_\_\_\_%

**NOTE: CONTRACTOR SHALL INDICATE THE STATE CONTRACT NUMBER ON THE REMITTANCE. WHEN SUBMITTING ONE (1) REMITTANCE FOR MORE THAN ONE (1) CONTRACT, CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.**

#### **1.68 Contract Usage Reports**

The Contractor shall submit detailed contract usage reports quarterly to the State Procurement Analyst (SPA) for the contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate the contract.

The specific usage report content, scope, and format requirements are available on the OSP website under Purchasing/Vendor Center/Vendor Forms:

<http://www.doa.la.gov/pages/osp/vendorcenter/forms/index.aspx>.

In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against the contract.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP.

Schedule for submittal of usage reports:

<b><u>Quarter</u></b>	<b><u>Reporting Period</u></b>	<b><u>Due Date</u></b>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

Contractors will be directed to apply herbicides for Aquatic Invasive Districts in accordance with the below specifications, **Attachment C – Herbicide Specifications** of this RFP, and **Attachment D – Aquatic Herbicide Application Procedures** of this RFP. The State utilizes seven (7) districts that are consistent with the Louisiana State Police (LSP) district map as shown in **Attachment B – State Aquatic Invasive Districts**, of this RFP. For herbicide application services, LSP districts A and C will be combined to create Aquatic Invasive District 1, and LSP districts B and L will be combined to create Aquatic Invasive District 2.

<b>LSP District</b>	<b>Aquatic Invasive District</b>
A & C	1
B & L	2
D	3
E	4
F	5
G	6
I	7

#### **2.1.1 Equipment**

##### **General**

The Contractor is solely and totally responsible for all maintenance and repairs of their equipment, at no additional cost to the State. Time spent tending to malfunctioning equipment shall not be charged to the State on a notice to proceed or purchase order.

The Contractor shall provide registration numbers confirming that the spray equipment intended for use under the contract is registered by LDAF.

##### **Helicopter Application Specific**

A list of all helicopters including features and specifications, which the Proposer intends to utilize for the contract should be submitted by the Proposer to the State within its proposal response or within five (5) business days of OSP's request, as it may be a factor in the technical evaluation. Aircrafts offered for the contract shall have all necessary Federal and State certificates for this specific use. The installation of any special equipment called for in the contract must be FAA approved.

All helicopters must be equipped with all standard factory equipment including a flight meter (Hobbs Model M-1-969 or equal) recording in hours and tenths, and a Wag Flagger Differential Global Positioning System (DGPS), or equal, compatible high-accuracy precision guidance system (10 positions calculated/second minimum). Helicopters must also be equipped with a Simplex Model 7800, or equal, hydraulic spray control system (140 gallon-capacity tank), a Microfoil Boom Spray System or equal to minimize drift, and a conventional spray boom that can be installed at the State's designation. Each system must be leak proof and adjustable for fast and accurate calibration, and spray material tanks are to be provided with a tight fitting closure to prevent spillage.

Spray systems must be capable of applying spray solution at a rate of three (3) gallons to twenty (20) gallons total volume per acre. One (1) spare spray pump shall be quickly available in order to prevent lost time in the event of pump failure or breakdown.

All helicopters shall be equipped with a GPS navigation system sufficient to allow for tracking of treated areas. This equipment shall be used during all spraying operations, and a shapefile containing tracks of the application shall be provided following the completion of all spraying activity and prior to invoicing.

Contractor must supply a water truck with a capacity of at least two thousand two hundred (2,200) gallons and the capability to mix batches of five hundred (500) gallons at a time. Contractor shall determine a site for the truck to be located as close to the treatment area as possible and is responsible for refilling the truck as necessary.

### **2.1.2 Herbicide Mixing, Storage, and Disposal**

Contractor shall be responsible for supplying all herbicides and necessary spray adjuvants to complete each job. Contractor shall be responsible for secured storage of herbicides and adjuvants during the duration of the job. Contractor shall be responsible for the proper disposal of all herbicide and adjuvant containers and for complying with all MSDS/SDS restrictions and recommendations listed on the herbicide and adjuvant labels. All herbicide applications shall strictly follow the procedures in **Attachment D – LDWF Aquatic Herbicide Application Procedures** of this RFP regarding the rates at which each Herbicide Mix is applied.

### **2.1.3 Execution Requirements and Personnel Qualifications**

#### **General**

Contractor work is expressed **per acre sprayed**.

Contractor shall perform herbicide treatments in such a manner to ensure an effective and thorough kill of targeted vegetation. When spraying along banks of waterways, the Contractor shall take care to avoid spraying bank vegetation to prevent erosion of stream banks and damage to off-target vegetation. It will be the responsibility of the Contractor to identify the location of water intakes for potable water and irrigation water and follow label directions concerning applications in the area of the intakes.

Contractor's personnel are responsible for familiarizing themselves with the work location, identifying appropriate launch/landing sites, locating lodging, and locating storage facilities for herbicides and equipment.

State personnel will be responsible for determining the areas to be treated and the herbicides and rates to be used. The Contractor shall begin spray operations within five (5) business days of receiving the Notice to Proceed from the State.

#### **Helicopter Application Specific**

Contractors using helicopter mounted spray equipment shall be required to cover at least thirty (30) acres per hour.

Contractor shall be certified under all provisions of the Federal Aviation Administration (FAA) Regulations as they apply to the application of herbicides to aquatic environments. Contractor

shall also be certified by LDAF as a commercial Aerial Pesticide Applicator (Category 11) and Aquatic Pest Control (Category 5A).

The Contractor shall appoint, in writing, at least one (1) foreman for each job site, with authority to act on their behalf. This individual shall serve as the primary point of contact, shall be available to the State inspector(s) during the duration of the job, shall be responsible for confirming that the operations are performed according to the contract and for verifying the time worked and acreage sprayed. The foreman or other Contractor representative will be required to perform a post-application assessment with the State.

Contractor shall provide adequate, qualified personnel for the operation of the aircraft and specified equipment. Each helicopter pilot must have a valid FAA Commercial Pilot's Certificate with current medical certificate. The pilot will be considered the field foreman for each job site, unless otherwise stipulated by the Contractor. Certificates should be provided within the proposal response or within five (5) business days of OSP's request as this may be a factor in the technical evaluation.

Contractor shall also provide sufficient ground service personnel experienced in maintaining the aircraft, mixing spray solutions, loading and general maintenance and protection of all equipment and materials.

#### **2.1.4 Herbicide Specifications**

Herbicide specifications are stated in **Attachment C – Herbicide Specifications** of this RFP.

### **2.2 Deliverables**

The State approved Log of Operations Form, **Attachment E** of this RFP, shall be used for reporting daily treatment information. Each helicopter pilot shall sign the completed forms to attest to the accuracy of the information. Daily logs shall include the following:

- Name of herbicide applied
- Total gallons of herbicides applied
- Time that work began and ended
- Species of plant(s) treated
- Total number of acres of aquatic plants treated
- Wind speed measurements during spray operations

One (1) Log of Operations Form is required from each helicopter crew, for each day of operation, and for each herbicide used.

A shapefile containing GPS tracks of each application shall be provided for each job following the completion of all spraying activity and prior to invoicing.

### **2.3 Price Schedule**

Prices proposed by the Proposers shall be submitted on the price schedule furnished herein on **Attachment A-Price Schedule Worksheet** of this RFP. Prices submitted shall be firm for the term of the contract. Prices shall include delivery of all items F.O.B. destination.



## **2.4 Location**

The location(s) in which the work is to be performed, completed and managed will be determined on an as-needed basis by State personnel. Work locations will be Louisiana public waters in any of the seven (7) Aquatic Invasive Districts as described in **Section 2.1-Scope of Work/Services** of this RFP.

## **2.5 Proposal Elements**

### **2.5.1 Financial**

Proposal shall include prices per the schedule furnished in **Attachment A – Price Schedule Worksheet** of this RFP, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the State to consider.

### **2.5.2 Technical**

Each Proposer should address how the firm will meet all the requirements of this RFP and any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

#### **2.5.2.1 Relevant Company Experience**

This section should include the Proposer's and subcontractor(s)' experience which is relevant to the proposed project including company and privately-sponsored work, a representative list of current governmental contracts in aquatic plant control services and herbicide application by helicopter services and related fields, and/or such contracts completed in the past five (5) years, including dollar amount of contract, contract title, sponsoring agency, contract number, name, email and telephone number of contracting officer.

Additionally, the below items should be included:

- Persons who are not full time employees of the Proposer shall be considered subcontractors. All subcontractors necessary to conduct the work must be identified, including the percentage of the work to be accomplished.
- Proposer shall provide a listing of any and all notices of deficiency, cease and desists, notice of termination for cause, litigation and/or arbitration related to the performance of aquatic invasive control services within the State of Louisiana and the status or outcome of the matter that has occurred or was in any way ongoing within the past five (5) years.
- Proposer should provide the latest three (3) years of financial statements.
- References from at least three (3) State or other government agencies, or private firms for whom services with similar or larger scope have been provided in the last five (5) years. Include a contact person, email address and telephone number for each reference.

- The State reserves the right to obtain information from any sources deemed necessary regardless of whether the Proposer provides the source. This includes the State's experience with the Proposer.

### **2.5.2.2 Approach and Methodology**

This section should include the following:

- Proposers should present a detailed statement of the methodology to be utilized to carry out the application of herbicides in conformance with the requirements set forth in **Section 2.1-Scope of Work/Services** of this RFP.
- The Proposer should submit a list of equipment to be used in the performance of the contract. The listing should include, at a minimum, descriptions of spray equipment, vehicles, transport equipment, and pumps that could be utilized. Proposer should provide a list of all helicopters and spray equipment owned by the Proposer, as well as any additional equipment to which the Proposer has access. The make, model, year, horse power, size, and any other relevant information should be included in the list for each piece of equipment.
- Proposer should provide information demonstrating Proposer's understanding of the nature and scope of this project.
- Proposer should provide plans for assuring that sprayers are capable of providing satisfactory control through herbicide applications for floating and emergent aquatic vegetation.
- Proposer should provide plans for assuring that work will begin within five (5) business days of receiving the Notice to Proceed or at a time designated by the State.
- Proposer should provide plans for assuring that sprayers are meeting the minimum requirements for coverage and percent kill.
- Proposer should provide plans and/or schedule for implementation and orientation in all districts for which proposals are submitted.
- Project Organization and Management: This subsection should include the project team proposed for this work and the functions, responsibilities, and percentage of work assigned to subcontractors.
- Innovative Tasks/ Additional Tasks: This subsection should include any innovative concepts for implementation consideration and an explanation of any additional tasks to be performed which are deemed necessary by the Proposer for successful project completion.

### **2.5.2.3 Personnel Qualifications**

This section should include the following:

- Proposer should provide a list of key personnel such as helicopter pilots and crew foremen to be used on this project and their qualifications.
- Proposer should provide resumes, including licensing, aquatic pesticide application certification, education, background, accomplishments and any other pertinent information for all personnel, including subcontractors, that will be assigned for direct work on the project.
- Proposer should provide information demonstrating experience with aquatic plant control and familiarity with Louisiana water bodies
- Proposer should provide an organizational chart and assurance of mandated licenses required for this work.

## **PART III: EVALUATION**

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Technical Proposal ( <b>Section 3.1</b> )	60
Financial Proposal ( <b>Section 3.2</b> )	40
Total Possible Points	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

**For a Proposer to proceed to the Financial Proposal evaluation, the Proposer shall achieve a minimum score equivalent to fifty percent (50%) of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the technical proposals will not be evaluated further and will be ineligible for award.**

The scores for the Financial Proposals and Technical Proposals will be combined to determine the overall score. The Proposers with the highest overall score will be recommended for award.

### **3.1 Technical Proposal**

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

- Approach and Methodology (25 Points)
- Relevant Company Experience (20 Points)
- Personnel Qualifications (15 Points)

### **3.2 Financial Proposal**

**The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL”.**

The following financial criteria will be evaluated: Prices proposed for each service type and associated district(s) shall be submitted on the price sheets furnished in **Attachment A – Price Schedule Worksheet** of this RFP. Herbicide prices and per acre rate prices proposed shall be firm and according to the specifications stated in **Attachment C – Herbicide Specifications** of this RFP for the duration of the contract.

The information provided in response to this section will be used in the Financial Evaluation Model to calculate lowest evaluated cost. The Financial Evaluation Model will be made public upon the issuance of the Intent to Award letter. To calculate an estimated net cost per acre, the quoted per acre rate price will be weighted with the quoted mix prices on a 58-42 basis. Additionally, the ten (10) quoted mix prices will be weighted to emphasize pricing for mixes known to be used more

frequently by the State. These mix weights will not be disclosed until the issuance of the Intent to Award letter.

A Proposer's base cost score will be based on the cost information provided in **Attachment A – Price Schedule Worksheet** of this RFP and computed as follows:

$$BCS = (LPC/PC \times FPP)$$

Where:

- BCS = Computed cost score (points) for Proposer being evaluated
- LPC = Lowest proposed cost of all Proposers
- PC = Total cost of Proposer being evaluated
- FPP = Financial Proposal Points

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

The spray crews shall only work during daylight hours under appropriate weather conditions. Work schedules, for each application, must be determined and communicated to the State the week prior to the actual application. The Contractor work is expressed **per acre** of herbicide application. Contractor will follow acceptable established procedures, will adhere to product label instructions during the application of the spray material and will provide complete coverage of the vegetation to be treated.

The State approved Log of Operations Form, **Attachment E** of this RFP, shall be used for reporting daily treatment information. Each helicopter pilot shall sign the completed forms to attest to the accuracy of the information. Daily logs shall include the following:

- Name of herbicide applied
- Total gallons of herbicides applied
- Time that work began and ended
- Species of plant(s) treated
- Total number of acres of aquatic plants treated
- Wind speed measurements during spray operations

NOTE: One (1) Log of Operations Form is required from each helicopter crew, for each acre for helicopter operation, and for each herbicide used. Each Monday, Contractor shall submit Log of Operations forms with associated GPS shapefiles to the appropriate State inspector overseeing a specific job indicating each crew's daily spraying activity for the previous week.

### **4.2 Performance Measurement**

A foreman or other Contractual representative will be required to perform a post-application assessment with the State. Payment will be contingent on satisfactory evidence of timely, effective, and efficient control.

Timely control is defined as spray operations beginning within five (5) business days of the Contractor receiving a Notice to Proceed from the State. This includes the Contractor providing an agreed upon amount of spray vessels and personnel for the timeframe agreed upon between the State and the Contractor.

Effective control is defined as a minimum of 80% kill ratio of the defined treatment area, as determined by the State.

Efficient control is defined as a minimum treatment rate of thirty (30) acres per hour for helicopter-based services.

## **Attachment A – Price Schedule Worksheet**

Please see the Excel attachment for Attachment A – Price Schedule Worksheet.

## Attachment B – State Aquatic Invasive Districts



LSP District	Aquatic Invasive District
A & C	1
B & L	2
D	3
E	4
F	5
G	6
I	7



## **Attachment C – Herbicide Specifications**

### **HERBICIDE MIXES**

Herbicide #1 Mix- Glyphosate (0.75 gal/acre) + Diquat (0.25 gal/acre) + Turbulence (0.25 gal/acre). Each gallon of this mix will contain: 77 oz. of Glyphosate, 26 oz. of Diquat, and 25 oz. of Turbulence.

Herbicide #2 Mix- Diquat (0.75 gal/acre) + Surf AC 910 (0.25 gal/acre). Each gallon of this mix will contain: 96 oz. of Diquat, and 32 oz. of Surf AC 910.

Herbicide #3 Mix- Glyphosate (3.75 qts/acre) + Turbulence (0.25 gal/acre). Each gallon of this mix will contain: 101 oz. of Glyphosate and 27 oz. of Turbulence.

Herbicide #4 Mix- Glyphosate (0.75 gal/acre) + Clipper SC (2 oz. /acre) + Turbulence (0.25 gal/acre). Each gallon of this mix will contain 96 oz. of Glyphosate, 2 oz. of Clipper, and 30 oz. of Turbulence.

Herbicide #5 Mix- 2,4-D (0.5 gal/acre) + Surf AC 910 (1 pint/acre). Each gallon of this mix will contain: 102 oz. of 2,4-D and 26 oz. of Surf AC 910.

Herbicide #6 Mix- Glyphosate (0.75 gal/acre) + Turbulence (0.25 gal/acre). Each gallon of this mix will contain 96 oz. of Glyphosate and 32 oz. of Turbulence.

Herbicide #7 Mix- Imazapyr (0.5 gal/acre) + Turbulence (0.25 gal/acre). Each gallon of this mix will contain: 85 oz. of Imazapyr and 43 oz. of Turbulence.

Herbicide #8 Mix- Imazamox (0.5 gal/acre) + Turbulence (0.25 gal/acre). Each gallon of this mix will contain: 85 oz. of Imazamox and 43 oz. of Turbulence.

Herbicide #9 Mix- Diquat (1.0 gal/acre) + Surf AC 910 (0.25 gal/acre). Each gallon of this mix will contain: 103 oz. of Diquat, and 25 oz. of Surf AC 910.

Herbicide #10 Mix – Clipper SC (12 oz./acre) + Turbulence (0.25 gal/acre). Each 100-gallon tank will contain 12 oz. Clipper SC and 32 oz. of Turbulence.

Herbicide #11 Mix – Clipper SC (1 oz./acre) + MSM Pro 60 or Cimarron Max Part A (Aquatic Special 24c Label only) (1 oz./acre) + (Turbulence or approved substitute (0.25 gal/acre). Each 100- gallon tank will contain 1 oz. of Clipper SC, 1 oz. MSM (Aquatic Label), and 32 oz. of Turbulence or approved substitute.

Herbicide #12 Mix- Clipper SC (1 oz./acre) + MSM Pro 60 or Cimarron Max Part A (Aquatic Special 24c Label only) (1 oz./acre) + (Turbulence or approved substitute (0.25 gal/acre). Herbicide #12 mix is premixed in refillable and reusable 15-gallon containers. The herbicide supplier must sample and test individual batches to ensure product

quality. Documentation confirming the tested samples shall be available upon request of the Contractor or State.

## SPECIFICATIONS

### Herbicides

1. **Glyphosate** (Round Up Custom or equivalent)
  - 53.8% Active Ingredient(s): Glyphosate: N-(phosphonomethyl)glycine, in the form of its isopropylamine salt
  - 46.2% Inert Ingredients
  - Contains 5.4 pounds per gallon of the active ingredient glyphosate, isopropylamine salt which is equivalent to 4 pounds per gallon of the acid glyphosate. Must be approved by the EPA for aquatic use.
2. **Diquat Dibromide** (Tribune or equivalent)
  - 37.3% Active Ingredient(s): Diquat Dibromide (6,7-dihydrodipyrido (1,2-a:2',1'-c) pyrazinediium dibromide
  - 62.7% Inert Ingredients
  - Contains 2 pounds diquat cation per gallon (3.73 lbs. diquat dibromide per gallon). Must be approved by the EPA for aquatic use.
3. **Flumioxazin** (Clipper SC)
  - 44.0% Active Ingredient(s): Flumioxazin 2-[7-fluoro-3,4-dihydro-3-oxo-4-(2-propynyl)-2H-1,4-benzoxazin-6-yl]-4,5,6,7-tetrahydro-1H-isoindole-1,3(2H)-dione
  - Other Ingredients 56.0%
  - Clipper SC contains 4 pounds flumioxazin per gallon
  - Must be approved by the EPA for aquatic use.
4. **2,4-D** (Weedstroy AM-40 or equivalent)
  - 46.8% Active Ingredient(s): Dimethylamine salt of 2,4-Dichlorophenoxyacetic Acid
  - 53.20% Inert Ingredients
  - Isomer specific AOAC method, equivalent must contain 3.8 pounds 2,4-Dichlorophenoxyacetic Acid per gallon of the product. Must be approved by the EPA for aquatic use.
5. **Imazapyr** (Arsenal or equivalent)
  - 27.8% Active Ingredient(s): Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)
  - 72.2% Inert Ingredient(s)

- Equivalent to 22.6% (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid) or 2 pounds acid equivalent per gallon. Must be approved by the EPA for aquatic use.
- 6. Imazamox (Clearcast)**
- 12.1% Active Ingredient(s): Ammonium salt of imazamox 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-(methoxymethyl)-3-pyridinecarboxylic acid
  - 87.9% Inert Ingredient(s)
  - Equivalent to 11.4% 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-(methoxymethyl)-3-pyridinecarboxylic acid, or 1 gallon contains 1.0 pound of active ingredient as the free acid. Must be approved by the EPA for aquatic use.
- 7. Metsulfuron-methyl (Alligare Pro MSM 60 or Cimarron Max Part A)**
- 60% Metsulfuron-methyl
  - 40% Inert Ingredient(s)
  - Must be approved by the EPA for aquatic use.

## Adjuvants

- 1. Turbulence (or LDWF-approved equivalent)**
- 100.0% Active Ingredient(s): Methylated vegetable oil, polyether modified polysiloxane, alkylphenol ethoxylate
  - This is a unique blend of a highly refined and modified vegetable oil and a superior non-ionic organosilicone surfactant. Contains organosilicone surfactant labeled for use with pesticides and other such chemicals in agricultural, aquatic, industrial, rights-of-way, turf and forestry applications.
  - Approved Equivalents:
    - Elite Supreme – Red River Specialties
    - OSS/NIS - Alligare
    - Phase® - Loveland
    - Dyne-Amic® - Helena Holding Company
    - MSO - Fertizona
    - Liberate - Loveland
- 2. Surf AC 910 (or equivalent)**
- 90.0% Active Ingredient(s): Alcohol ethoxylate, alkylphenol ethoxylate
  - 10.0% Inert Ingredient(s)
  - This is an aquatic-approved non-ionic surfactant.

## **Attachment D – LDWF Aquatic Herbicide Application Procedures**

Inland Fisheries Aquatic Plant Control Program  
January 28, 2020

The use of herbicides is an important component of the LDWF integrated pest management program. The proper selection and use of herbicides is essential to achieve cost effective benefits, and to avoid damage to non-target species. The following guidelines are an accumulation of methods that have been proven successful in Louisiana waters. Each product listed has been approved by the Environmental Protection Agency for aquatic use. It is a violation of Federal law to use pesticides in any manner inconsistent with the product's labeling. This document has been adopted as the standard operating procedure for the application of herbicides by LDWF aquatic plant control personnel.

### **Giant/Common Salvinia**

**April 1 - October 31:** glyphosate (0.75 gal/acre)/diquat (0.25 gal/acre)/Turbulence (or approved substitute, 0.25 gal/acre) or glyphosate (0.75 gal/acre)/Clipper SC (2 oz/acre)/Turbulence (or approved substitute, 0.25 gal/acre) or MSM (1 oz/acre)/ Clipper SC (1 oz/acre)/Turbulence (or approved substitute, 0.25 gal/acre). The mixture actively being used during this time period will be determined by the Inland Fisheries Administration and communicated to the District Managers and Aquatic Plant Control (APC) Biologists by the APC Coordinator.

**November 1 – March 31:** diquat (0.75 gal/acre)/ 90:10 nonionic surfactant (0.25 gal/acre)

### **Justification**

#### **April 1 - October 31:**

At one time, large-scale field applications showed that the glyphosate/diquat/Turbulence (or approved substitute) mix provides more immediate damage and a more complete kill than other herbicides during the growing season. At that time, LDWF spray crews were using a glyphosate/diquat/Aqua King Plus/Air Cover mix. Studies showed that a glyphosate/diquat/Turbulence (or approved substitute) mix would achieve the same effectiveness and eliminate the inconvenience of using two surfactants. Recent studies showed that a glyphosate/Clipper SC/Turbulence (or approved substitute) or MSM/Clipper SC/90:10 nonionic surfactant mix would achieve the same effectiveness and lessen the possibilities of herbicide resistance over time. Contact herbicides such as diquat and Clipper SC cause quick damage to the leaf epidermis which allows systemic herbicides such as glyphosate and MSM to translocate into the plant (through the hair barrier). Diquat and Clipper SC also brown the vegetation so that treated areas can be identified shortly after application. Glyphosate and MSM provide long term benefits through control of re-growth. The mixtures of glyphosate/diquat, glyphosate/Clipper SC and MSM/Clipper SC are necessary to prohibit the potential for re-growth.

#### **November 1 – March 31:**

Because glyphosate is a systemic herbicide, plant metabolism determines time between application and plant damage. Plant metabolism is slow in the winter, and delays of several weeks are common. Glyphosate also does not translocate well into plants with frost damage. As

a contact herbicide, diquat completes damage to frost exposed plants, making winter survival less likely.

In a recent comparison of giant salvinia treatments, two (2) different applications were made on Lake Bistineau and Toledo Bend. The applications were made two (2) days apart. Morning temperatures at both treatment sites were between 30<sup>0</sup> and 34<sup>0</sup> F. Plants at both sites had been exposed to light frost and sub-freezing temperatures. The glyphosate / diquat / Aqua King Plus / Thoroughbred mix was applied at Lake Bistineau. After five (5) weeks, giant salvinia still looked relatively healthy with an estimated mortality of only 50%. The diquat / 90:10 non-ionic surfactant mix was used at Toledo Bend Reservoir. After five (5) weeks, giant salvinia at Toledo Bend was brown, sinking, and there was approximately 85-90% mortality of the plant material.

### **USE OF DIQUAT IN TURBID WATER**

Inorganic turbidity interferes with the efficacy of diquat treatments. Muddy water is largely composed of suspended negatively charged clay particles. Diquat is a cationic herbicide and is strongly adsorbed by these clays, making it unavailable for plant uptake. Turbidity in excess of 15 NTU or Secchi readings < 15 inches is the LDWF threshold for consideration of other treatment options. Those options could include tank mixing the diquat/glyphosate mix with cleaner water - OR- use of glyphosate (3.75 quarts/acre)/Turbulence (0.25 gal/acre). District Inland Fisheries biologists will determine if spray site turbidity is in excess of the turbidity threshold. Consultation with the Aquatic Plant Control Coordinator is required before any deviation in procedure is implemented.

### **Water Hyacinth**

**Year Round in non-waiver areas:** 2, 4-D (0.5 gal/acre)/90:10 nonionic surfactant (1 pint/acre)

**March 15 - September 15 in 2, 4-D waiver areas:** glyphosate (0.75 gal/acre)/90:10 nonionic surfactant (0.25 gal/acre)

**September 16 - March 14 in 2, 4-D waiver areas:** 2, 4-D (0.5 gal/acre)/90:10 nonionic surfactant (1 pint/acre)

### **Justification**

For many years, 2, 4-D has been the standard chemical control for water hyacinth. It is a fast-acting systemic herbicide that provides a complete kill when applied at the appropriate rate. Although it is a systemic herbicide, 2, 4-D has proven to be equally as effective during the winter months in Louisiana. Although it takes longer for hyacinth to completely die and sink out this time of year, 2, 4-D is effective when applied to plants that contain some green growth on the leaves and stems. Past field research showed that plants that are completely brown due to prior freeze damage will not be susceptible to 2, 4-D during the winter months.

Glyphosate will be used in the 2, 4-D waiver areas during the growing season because it works through a systemic mode of action and produces a more complete kill than the contact herbicide diquat. Glyphosate is an equally-effective systemic herbicide that is more expensive than 2, 4-D but is still cost effective.

## **Alligator Weed**

**Undeveloped areas:** Imazapyr (0.5 gal/acre)/ Turbulence (0.25 gal/acre)

**Developed areas:** Imazamox (Clearcast) (0.5 gal/acre)/ Turbulence (0.25 gal/acre)

### **Justification**

In 2011, LDWF biologists conducted a replicated field experiment to determine the most effective foliar herbicide application for alligator weed control. Glyphosate and 2, 4-D treatments showed considerable regrowth (up to 75%) as early as four (4) weeks after treatment (WAT). At 8 WAT the imazapyr plots showed greater than 95% control and the imazamox plots showed 90% control. Imazapyr is more effective at controlling alligator weed and is less expensive than imazamox. However, imazapyr should only be used in areas where there is minimal threat to non-target species. Application of imazapyr to water used for irrigation that results in imazapyr residue greater than 1.0 ppb must not be used for irrigation purposes for 120 days after application or until imazapyr residue levels are determined by laboratory analysis or other appropriate means of analysis to be 1.0 ppb or less (see product label for more details). Imazamox should be used to control alligator weed near homes, developed shorelines, and irrigation intakes because it is safer on non-target species and has less use restrictions.

## **American Lotus**

**Year Round in non-waiver areas:** 2, 4-D (0.5 gal/acre)/90:10 nonionic surfactant (1 pint/acre)

**March 15 - September 15 in 2, 4-D waiver areas:** glyphosate (0.5 gal/acre)/90:10 nonionic surfactant (0.25 gal/acre)

**March 15 – September 15 in 2, 4-D waiver areas:** triclopyr (0.5 gal/acre)/Turbulence (or approved substitute, 0.25 gal/acre) in areas with potable water intakes.

**September 16 - March 14 in 2, 4-D waiver areas:** 2, 4-D (0.5 gal/acre)/90:10 nonionic surfactant (1 pint/acre)

### **Justification**

2, 4-D has been the standard for chemical control of American lotus for many years. It is a fast-acting systemic herbicide that provides a complete kill when applied at the appropriate rate. Glyphosate should be used in 2, 4-D waiver areas. Glyphosate and triclopyr are effective systemic herbicides that are more expensive than 2, 4-D, but still cost effective. Applications should be made to emergent lotus pads in the spring or early summer before the seed pods mature. Annual treatments of this nature will reduce the seed bank and reduce lotus density over time. Follow-up treatments should be made to new growth throughout the season as necessary.

## **Duckweed**

**Year Round:** Diquat (1.0 gal/acre)/ 90:10 nonionic surfactant (0.25 gal/acre)

### **Justification**

Diquat is the most effective foliar herbicide available for duckweed control. It has been the standard spray treatment of LDWF for duckweed for many years. Imazapyr is also effective as a

foliar treatment and should be used in areas of increased turbidity where diquat would be less effective. Liquid fluridone is extremely effective on duckweed in small, contained areas.

### **ADDITIONAL OPTIONS FOR DUCKWEED CONTROL**

Turbidity in excess of 15 NTU or Secchi readings < 15 inches is the LDWF threshold for consideration of other treatment options. Those options could include tank mixing with diquat - OR- imazapyr (3 pints/acre) /Turbulence (0.25 gal/acre) - OR - fluridone (10-45 ppb). District Inland Fisheries biologists will determine if spray site turbidity is in excess of the turbidity threshold. Flumioxazin at >200 ppb or 6-12 oz/acre is also an effective subsurface treatment. Consultation with the Aquatic Plant Control Coordinator is required before any deviation in procedure is implemented.

### **Cuban Bulrush (sedge)**

**Year Round in non-waiver areas:** 2, 4-D (0.5 gal/acre)/90:10 nonionic surfactant (1 pint/acre)

**March 15 - September 15 in 2, 4-D waiver areas:** glyphosate (0.75 gal/acre)/90:10 nonionic surfactant (0.25 gal/acre)

**September 16 - March 14 in 2, 4-D waiver areas:** 2, 4-D (0.5 gal/acre)/90:10 nonionic surfactant (1 pint/acre)

#### **Justification**

Cuban bulrush is commonly found growing on top of salvinia (giant and common), and submersed species such as hydrilla and coontail. 2, 4-D will be used to treat Cuban bulrush because it is effective and inexpensive. Repeat applications may be necessary.

### **Water Lettuce**

**Year Round:** Diquat (1.0 gal/acre)/ 90:10 nonionic surfactant (0.25 gal/acre)

Turbidity in excess of 15 NTU or Secchi readings < 15 inches is the LDWF threshold for consideration of other treatment options. Those options could include tank mixing with diquat - OR- imazapyr (3 pints/acre) /Inergy (0.25 gal/acre) - OR - fluridone (10-90 ppb).

#### **Justification**

Diquat has been the standard foliar treatment of LDWF for water lettuce for many years. It has proven to be effective in water lettuce control efforts. Glyphosate is also effective and should be used in areas with increased water turbidity. District Inland Fisheries biologists will determine if spray site turbidity is in excess of the turbidity threshold. Consultation with the Aquatic Plant Control Coordinator is required before any deviation in procedure is implemented.

### **Salvinia Spp., Water Hyacinth, Alligator Weed, Cuban Bulrush mix**

If less than 75% of either plant: glyphosate (0.75 gal/acre)/diquat (0.25 gal/acre) / Turbulence (or approved substitute, 0.25 gal/acre)

If 75% or greater of either plant, follow the recommendations for the plant that makes up the majority of the vegetation.

Areas containing this mix will likely have to be retreated to control the plant species that was not a priority during the first application.

### **American Lotus/Water Hyacinth mix**

If less than 75% of either plant:

In non-waiver areas: 2, 4-D (0.5 gal/acre)/90:10 nonionic surfactant (1 pint/acre)

- from March 15- September 15: glyphosate (0.5 gal/acre)/90:10 nonionic surfactant (0.25 gal/acre)
- from September 16 – March 14: 2, 4-D (0.5 gal/acre)/90:10 nonionic surfactant (1 pint/acre)

If 75% or greater of either plant, follow the recommendations for the plant that makes up the majority of the vegetation.

Areas containing this mix will likely have to be retreated to control the plant species that was not a priority during the first application.

### **Water Hyacinth/Alligator Weed**

If less than 75% of either plant: imazapyr (0.5 gal/acre)/ Turbulence (0.25 gal/acre)

If 75% or greater of either plant, follow the recommendations for the plant that makes up the majority of the vegetation.

Areas containing this mix will likely have to be retreated to control the plant species that was not a priority during the first application.

### **Complex Vegetation Mixes (Alligator weed, primrose, pennywort, smartweed, frog's bit, salvinia, hyacinth, etc.)**

District Inland Fisheries biologists will review options with Aquatic Plant Control Biologists.

Areas containing many different plant species including salvinia may need to be retreated with a salvinia-specific application.



### **Herbicide Restrictions**

<b>Herbicide Trade Name</b>	<b>Active Ingredient</b>	<b>Potable Water Intake</b>	<b>Irrigation *</b>	<b>Recreation</b>	<b>Domestic Use</b>	<b>Livestock Watering</b>	<b>Spraying Food Crops</b>
<b>Roundup Custom</b>	Glyphosate	0.5 miles	No	No	No	No	
<b>Aquathol K</b>	Endothall	600 feet	7 days	No	7 days	7 days	7 days
<b>Avast! SC</b>	Fluridone	If >20ppb, 1/4 mile	Yes, see label	No	No	No	Yes, see label
<b>Clearcast</b>	Imazamox	If >50ppb, 1/4 mile	24 hrs, see label	No	No	No	No
<b>Clipper</b>	Flumioxazin	No	5 days	No		No	
<b>Clipper SC</b>	Flumioxazin	No	5 days	No		No	
<b>Ecomazapry</b>	Imazapyr	0.5 miles	120 days, see label	No		No	
<b>Galleon</b>	Penoxsulam	No	Yes, see label	No		No	Yes, see label
<b>WeedAR 64</b>	2,4-D	See label	3 weeks	No	3 weeks	3 weeks	Yes
<b>Granular Sonar (PR, Q)</b>	Fluridone	If > 20ppb, 1/4 mile	Yes, see label	No	No		Yes, see label
<b>Element 3A</b>	Triclopyr	Yes, see label	120 days, see label	No		No	
<b>Tribune</b>	Diquat Dibromide	See label	Yes, see label	No		1 day	
<b>ProcellaCOR</b>	Florpyrauxifen-benzyl	Yes, see label	Yes, see label	No	Yes, see label	14 days	Yes, see label
<b>MSM Pro 60/ Cimarron Max Part A</b>	Metsulfuron methyl	1/4 mile	Yes, see label	Yes, see label	Yes, see label	Yes, see label	Yes, see label

\*Maintain potable water intake distance for irrigation intakes.

## Attachment E – Log of Operations Form

## AQUATIC PLANT CONTROL – HERBICIDE APPLICATION DATA

Louisiana Dept. of Wildlife & Fisheries 2000 Quail Dr. Baton Rouge, LA 70808

Project: _____ Basin: _____ Parish: _____ Waterbody Code: _____ Waterbody Details: _____ _____				Date: _____ Crew/Contractor/Lisc. #: _____ Contractor Address: _____ Applicator/Cert#: _____ Applicator Address: _____ Driver: _____ Equipment: _____ Remarks: _____ _____ _____			
Begin	Noon	End					
Conditions: _____ Air Temp: _____ Wind Vel: _____ Wind Dir: _____	Conditions: _____ Air Temp: _____ Wind Vel: _____ Wind Dir: _____	Conditions: _____ Air Temp: _____ Wind Vel: _____ Wind Dir: _____					
Begin Time	Begin Hour Meter	End Time	End Hour Meter	Acreage Sprayed	Avg. Depth		
Chemical/Surfactant	Amount	Unit	Rate	EPA Registration #	Restricted Y or N	Vegetation Treated	
						%	
						%	
						%	
						%	

## **Attachment F – Statistics**

Please see the Excel attachment for Attachment F – Statistics.

## **Attachment G – Sample Generic Contract**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

File No. \_\_\_\_\_  
Solicitation No. \_\_\_\_\_

**(NAME OF CONTRACT)**

### **1. CONTRACT**

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into this contract under the following terms and conditions.

### **2. SCOPE OF SERVICE**

Contractor hereby agrees to furnish the following services:

*(If the Scope of Services is lengthier than will fit here, it may be attached separately, referenced and incorporated herein.)*

#### **2.1. PERFORMANCE REQUIREMENTS**

#### **2.2. PERFORMANCE MEASUREMENT/EVALUATION**

### **3. CONTRACT MODIFICATIONS**

No amendment or modification of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this contract is binding on any of the parties.

Changes to this contract include any change in a) compensation; b) beginning/ending date of this contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this contract.

### **4. FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### **5. HEADINGS**

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

## **6. PAYMENT TERMS**

The State Agency shall pay Contractor in accordance with the Pricing Schedule set forth in **Attachment “\_\_”** to this contract. The Contractor may invoice the State Agency monthly at the billing address designated by the State Agency. Payments will be made by the State Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State Agency. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

## **7. LATE PAYMENTS**

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

## **8. DELIVERABLES**

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

## **9. TAXES**

Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in **Attachment “\_\_”** to this contract. State agencies are exempt from all State and local sales and use taxes.

## **10. TERMINATION**

The State of Louisiana has the right to terminate this contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

### **10.1. TERMINATION OF THIS CONTRACT FOR CAUSE**

The State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

## **10.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE**

The State of Louisiana may terminate this contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

## **10.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **11. OWNERSHIP**

All records, reports, documents, or other material related to this contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this contract.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State at the Contractor's expense, at termination or expiration of this contract.

## **12. USE OF AGENCY'S FACILITIES**

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

### 13. WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

### 14. WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this contract that results in the termination of this contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

### 15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of this Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate this Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of this Contract, or two (2) times the charges for services rendered by the Contractor under this Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **16. INSURANCE**

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, (*in accordance with Section(s) \_\_\_\_\_ of the RFP*). The Contractor shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

## **17. LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

## **18. SEVERABILITY**

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.



## **19. SUBCONTRACTORS**

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **20. SUBSTITUTION OF PERSONNEL**

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

## **21. ASSIGNMENT**

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **22. CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

## **23. CONFIDENTIALITY**

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes publicly available, is

already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this contract, or is rightfully obtained from third parties.

#### **24. CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

#### **25. RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Dept. of \_\_\_\_\_, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

#### **26. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

#### **27. CONTRACTOR'S COOPERATION/CLOSE-OUT**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

#### **28. SECURITY**

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

#### **29. TERM OF CONTRACT**

This Contract is effective upon OSP approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this contract may be extended for \_\_\_\_\_ additional twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed \_\_\_\_\_ months.

#### **30. COMMENCEMENT OF WORK**

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

### **31. COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### **32. RECORD RETENTION**

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

### **33. ANTI-KICKBACK CLAUSE**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### **34. CLEAN AIR ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

### **35. ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### **36. CLEAN WATER ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

### **37. ANTI-LOBBYING AND DEBARMENT ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

### **38. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R.S. 39:1602.1, effective May 22, 2018, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

### **39. GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **40. COOPERATIVE PURCHASE**

This contract has been designated as a cooperative purchasing opportunity. As described below, Political Subdivisions of the State, Quasi State Agencies, External Procurement Units, and Agencies of the United States Government are to be authorized (potential) users of the contract.

- Political Subdivisions of the State include, but are not limited to, parish governments, municipal governments, school districts, human service districts, local governments and public utilities.
- Quasi State Agencies include, but are not limited to, non-profit or for-profit organizations created by the State of Louisiana or any political subdivision or agency thereof, or any special district or authority, or unit of local government, to perform a public purpose.
- External Procurement Units include, but are not limited to, buying organizations not located in the State of Louisiana, which, if located in the State, would qualify as a public procurement unit.

The current list of approved cooperating purchasing entities (including political subdivisions, quasi state agencies and external procurement units) is maintained and regularly updated on the OSP website at: <http://www.doa.la.gov/pages/osp/aboutus/approvedquasiunits.aspx> and may be used as a reference.

Contractor may prospectively choose to partially or entirely 'opt-out' of accommodating cooperative purchasing for this contract by sending formal written notification of same to the Office of State Procurement. This notification should clearly specify which individual type(s) of cooperative purchasing entities the Contractor is choosing to not allow to participate in contract cooperative purchasing. Any purchase orders received by the Contractor from cooperative purchasing entities prior to the Contractor's opt-out notification to OSP must be honored.

### **41. ADMINISTRATIVE FEE**

The Contractor shall pay a one percent (1%) administrative fee or rebate to the State of Louisiana, Office of State Procurement (OSP). The administrative fee or rebate shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities located in the State of Louisiana under the contract. Initiation and submission of the administrative fee or rebate to OSP is the responsibility of the Contractor without

prompting or notification by the State Procurement Analyst (SPA). If these administrative fees or rebates are not submitted in a timely manner, OSP shall have the right to terminate the contract.

The check is to be made payable to: Louisiana DOA- Office of State Procurement. The check is to be mailed to the Office of State Procurement, Attn: OSP Receivables Specialist, either through the U.S. Postal Service to OSP's box at: P. O. Box 94095, Baton Rouge, LA 70804-9095; or through a courier service to OSP's physical location at: 1201 North 3rd Street, Suite 2-160, Baton Rouge, LA 70802. The calculation of the administrative fee or rebate shall begin immediately upon execution of the contract and payment shall be made in accordance with the following schedule:

Quarter	Payment Period	Payment Due Date
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

**NOTE; CONTRACTOR SHALL INDICATE STATE CONTRACT NUMBER \_\_\_\_\_ ON THE REMITTANCE. WHEN SUBMITTING ONE (1) REMITTANCE FOR MORE THAN ONE (1) CONTRACT, CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.**

#### **42. USAGE REPORTS**

The Contractor shall submit detailed contract usage reports quarterly to the State Procurement Analyst (SPA) for the contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate the contract.

The specific usage report content, scope, and format requirements are available on the OSP website under Purchasing/Vendor Center/Vendor Forms:

<http://www.doa.la.gov/pages/osp/vendorcenter/forms/index.aspx>.

In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against the contract.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP.

Schedule for submittal of usage reports:

Quarter	Reporting Period	Due Date
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

#### **43. COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in

this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

#### 44. ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR SIGNATURE:

By:

Title:

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF LOUISIANA SIGNATURE:

By: \_\_\_\_\_  
Paula Tregre  
Director of State Procurement

## **Attachment H – Insurance Requirements for Contractors**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **3. Aircraft Hull and Liability, if applicable**

Aircraft Liability Insurance shall have a minimum limit per occurrence of \$1,000,000, including at least \$100,000 per passenger limit. Aircraft Hull Insurance shall cover the full value of each aircraft against physical damage.

#### **4. Wet Marine Hull & Protection and Indemnity (P&I), if applicable**

Wet Marine hull, including towers and collision, and P&I insurance, including pollution liability, shall have a minimum combined single limit per occurrence of \$5,000,000. The American Institute of Marine Underwriters (AIMU) forms, or equivalent, are to be used in the policy form.

#### **5. Project Specific Pollution Liability**

Project Specific Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit per occurrence of not less than \$2,000,000, inclusive of umbrella and/or excess liability coverage. An Occurrence Policy Form is preferred.

A Claims-Made Policy Form is acceptable subject to the Contractor's purchase of a five (5) year Extended Reporting Endorsement (tail coverage). A policy period inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all work under the contract shall be provided.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

#### **1. Commercial General Liability, Aviation Liability, Wet Marine P&I, Pollution Liability Coverages**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents,

are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

## 2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

## 3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

## **D. ACCEPTABILITY OF INSURERS**

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

## **E. VERIFICATION OF COVERAGE**

- 1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder Shall be listed as follows:
  - State of Louisiana
  - Agency Name, Its Officers, Agents, Employees and Volunteers
  - Address, City, State, Zip
  - Project or Contract #:
- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation



provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

**F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

**G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

## **Attachment I – Electronic Vendor Payment Solution**

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual